

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”), the material terms of which are set forth in part II below, is made and entered into by and between Professional Maintenance Management, Inc. (“PMM” or “Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

I. BACKGROUND

WHEREAS, on August 9, 2021, IER opened an independent investigation of PMM, DJ #197-35-520 (“Investigation”), under 8 U.S.C. § 1324b(d)(1), to determine whether PMM engaged in unfair documentary practices in violation of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, based on the Investigation, IER concluded that there is reasonable cause to believe that between at least January 1, 2019, and July 16, 2021, Respondent engaged in a pattern or practice of discrimination on the basis of citizenship by unlawfully requesting that non-U.S. citizens present a specific document to establish their employment authorization in violation of 8 U.S.C. § 1324b(a)(6). Specifically, PMM required Lawful Permanent Residents (“LPRs”) to present a Permanent Resident Card and required other non-U.S. citizens, including asylees and refugees, to present an Employment Authorization Document to begin working. This pattern or practice affected hundreds of workers;

WHEREAS, Respondent categorically denies IER’s allegations of unlawful documentary practices against non-U.S. citizens, and denies having engaged in a pattern or practice of such violation. Respondent further contends that no employee suffered any adverse employment consequences resulting from Respondent’s efforts to comply with all U.S. immigration regulations;

WHEREAS, Respondent asserts that it has cooperated fully in the investigation;

WHEREAS, the parties wish to resolve the Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement;

WHEREAS, this Agreement does not constitute and shall not be construed as an admission by Respondent of any act in violation of 8 U.S.C. § 1324b or guilt or liability for any violations of 8 U.S.C. § 1324b, or other applicable law, rule, or regulation.

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the Investigation as of the date of the latest signature below, the parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the last signature on the dually-signed Agreement (hereinafter, “Effective Date”). The “term of this Agreement” shall be three (3) years following the Effective Date.
2. Respondent shall pay to the United States Treasury the amount of \$300,000, which will be paid in three equal installments.
3. Within three (3) days of the Effective Date, Respondent shall give IER the name, title, email address, and telephone number of the person Respondent designates to pay the amount in paragraph 2 to the United States Treasury. Respondent will pay the first installment of the amount discussed in paragraph 2 using the FedWire electronic fund transfer system within ten (10) days of receiving a fully signed copy of this Agreement and fund transfer instructions. Respondent will pay the second installment on or before November 1, 2023, and the third installment on or before November 1, 2024. Respondent shall send a confirmation of each payment to Sam.Shirazi2@usdoj.gov and Allena.Martin@usdoj.gov on the day the funds are transferred. The subject line of the email confirming payment shall have Respondent’s name and DJ # 197-35-520.
4. Except for the payment mentioned in paragraph 2, IER will not ask Respondent to pay any additional amount for the alleged violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the Investigation, through the Effective Date.
5. In compliance with 8 U.S.C. § 1324b, Respondent shall not discriminate against applicants or employees based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and reverification processes (together, the “EEV” process).
6. Respondent shall avoid discrimination in the initial verification and reverification stages of the EEV process by:
 - (a) Honoring documentation that, on its face, reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b);
 - (b) Not requesting more or different documents than are required by law;
 - (c) Not rejecting valid documents due to an individual’s citizenship, immigration status, or national origin;
 - (d) Permitting all employees to present any document or combination of documents acceptable by law;
 - (e) Reverifying the work authorization of only employees whose work authorization is required to be reverified; and
 - (f) Providing a copy of the Lists of Acceptable Documents to all individuals whose work authorization Respondent seeks to verify or reverify.

7. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in IER's investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Respondent shall post an English and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" x 11," an image of which is available at <https://www.justice.gov/crt/worker-information#poster> in all places where notices to employees and job applicants are normally posted. Respondent shall post the IER Poster within fourteen (14) days from the Effective Date of this Agreement. Respondent shall also post a copy of the Lists of Acceptable Documents in English and in Spanish in any area on Respondent's premises where employees are asked to complete the Form I-9 or are reverified.
9. Respondent shall revise or create employment policies that relate to hiring and/or nondiscrimination on the basis of citizenship status and national origin that:
 - (a) Prohibit discrimination on the basis of citizenship status, immigration status, or national origin in hiring, firing, or recruiting, in violation of 8 U.S.C. § 1324b;
 - (b) Prohibit requesting more or different documents than necessary for initial employment eligibility verification or reverification;
 - (c) Prohibit requesting specific Form I-9 documents as part of initial employment eligibility verification or reverification;
 - (d) Prohibit rejecting reasonably-genuine Form I-9 documents;
 - (e) Prohibit taking any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, for filing any charge alleging violation(s) of 8 U.S.C. § 1324b, participating in any lawful manner in any IER investigation or action under 8 U.S.C. § 1324b, or for exercising any right or privilege secured by 8 U.S.C. § 1324b;
 - (f) Refer applicants and employees who make a complaint of discrimination based on citizenship or immigration status in connection with the hiring, firing, or Form I-9 employment eligibility verification and/or reverification process promptly to IER by directing the affected individual to the IER Poster, IER's worker hotline (800-255-7688), and IER's website (www.justice.gov/ier), and advise the affected individual of his or her right to file a charge of discrimination with IER.

Respondent shall submit such policies to Sam.Shirazi2@usdoj.gov and Allena.Martin@usdoj.gov (or any other individual IER designates) for review and approval within sixty (60) days of the Effective Date, and shall implement such policies within fourteen (14) days of IER's approval.

10. Respondent's new or revised policies pursuant to paragraph 9 shall centralize the completion of all aspects of employment eligibility verification and reverification, including completing the Form I-9, and E-Verify, in PMM's Human Resources' department, to ensure uniformity of procedures and compliance with 8 U.S.C. § 1324b requirements.
11. During the term of this Agreement, after the initial review and approval of policies referenced in paragraph 9, Respondent shall provide any revisions to employment policies relating to nondiscrimination on the basis of citizenship, immigration status, or national origin to IER for approval at least thirty (30) days prior to the proposed effective date of such new or revised policies.
12. During the term of this Agreement, Respondent shall ensure that all of its employees who have any job responsibilities that involve hiring, discharge, or the EEV process (which includes E-Verify and Form I-9), including Directors of Operations and Area Managers (collectively, "HR Personnel"), can readily access:
 - (a) The most current version of the USCIS Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and
 - (b) The most current version of the USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual. Copies of these documents and future revisions of the Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
13. Within sixty (60) days of the Effective Date, all HR Personnel shall register for e-mail updates from USCIS and E-Verify on the following topics by visiting the following websites:
 - (a) <https://public.govdelivery.com/accounts/USDHSCIS/subscriber/new>:
 - i. Federal Register Announcements;
 - ii. Temporary Protected Status; and
 - iii. Deferred Action for Childhood Arrivals (DACA);
 - (b) <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>
 - i. E-Verify updates; and
 - ii. I-9 Central
14. Within ninety (90) days of the Effective Date, Respondent shall ensure that all HR Personnel receive training on their obligations to comply with 8 U.S.C. § 1324b. In addition:
 - (a) The training required under this paragraph shall consist of the following: attending an IER Employer/HR Representative webinar, which is publicly available at <https://www.justice.gov/crt/webinars>;

- (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent or its agent shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - (c) During the term of the Agreement, all HR personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall view or participate in a free online IER Employer/HR webinar within sixty (60) days of assuming or resuming their duties; and
 - (d) Respondent shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Sam.Shirazi2@usdoj.gov and Allena.Martin@usdoj.gov (or any other individual IER designates) within ten (10) days of each individual satisfying the requirements in this paragraph. The emails transmitting attendance records shall have Respondent's name in the subject line.
15. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement, including but not limited to, requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents. Nothing herein restricts PMM's ability to contest the reasonableness of an inquiry or request. IER will make any reasonable inquiries through Respondent's counsel: Wood W. Lay, Esquire, O'Hagan Meyer, via electronic mail at wlay@ohaganmeyer.com, or such other counsel as Respondent designates to IER in writing.
16. Nothing in this Agreement limits IER's asserted right to inspect Respondent's Forms I-9 within three (3) business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii). Respondent also does not waive any rights it has pursuant to 8 C.F.R. § 274a.2(b)(2)(ii). Respondent shall, at IER's discretion, provide data from Respondent's Forms I-9 subject to inspection in Excel spreadsheet format unless requested otherwise. IER shall make such request for inspection through Respondent's counsel identified in paragraph 15 of this Agreement.
17. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent through counsel identified in paragraph 15 of this Agreement, of the purported violation rather than initiate a new investigation or seek to judicially enforce the Agreement. Respondent will have fourteen (14) days to provide an explanation regarding the purported violation. In the event that Respondent's explanation does not satisfy IER's concern, Respondent will then have thirty (30) days from the date of IER's written explanation of its dissatisfaction to cure the purported violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.

18. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of the Investigation.
19. This Agreement resolves any and all differences between the parties relating to the Investigation through the Effective Date.

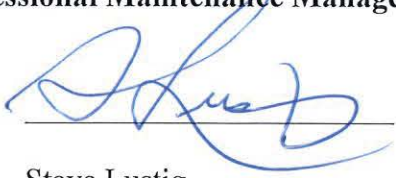
III. ADDITIONAL TERMS OF SETTLEMENT

20. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms, without waiver of either party's right to argue that other terms in the Agreement are material.
21. This Agreement may be enforced in the United States District Court for the District of Maryland. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement.
22. If any deadline for an obligation to be performed under this Agreement falls on a weekend or a federal holiday, the deadline shall be extended to the next business day.
23. The parties agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that IER has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
24. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and the term or provision shall be deemed not to be a part of this Agreement. The parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
25. The parties shall bear their own costs, attorneys' fees and other expenses incurred in this action.

26. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by electronic signatures.

Professional Maintenance Management, Inc.

By:



Steve Lustig
President & CEO

Dated: 10/12/2022

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Sebastian Aloit
Special Litigation Counsel

Sam Shirazi
Allena Martin
Trial Attorneys

Dated: 10-13-2022